

# Tenants Insurance Policy

Underwritten by Co-operators General Insurance Company. Administered by Duuo.



## Welcome to Duuo

Duuo was created by The Co-operators to make insurance easy, flexible, and online. That's why our tenant insurance (or renters insurance) has been designed for people who actually rent. With Duuo you just go month-to-month, and turn it off when you don't need it anymore. Easy!

### About This Policy

Nobody loves reading through the details of an insurance policy – we get it (we have lives too). So we've tried to make this as easy as possible to understand. There are some sections that have to be worded in a particular way for legal reasons, but if you have any questions, leave us a message at [www.Duuo.ca](http://www.Duuo.ca) and we'd be happy to help out.

### The “Duuo App”

This policy makes reference to the “**Duuo App**” which means the [Duuo.ca](http://Duuo.ca) website and the web application that you used to quote and purchase this policy. “**You're Covered**” screen in the “**Duuo App**” shows important coverage details and limits.

## Making a Claim

That's what insurance is for. Log in to [Duuo.ca](http://Duuo.ca) to start the claims process. At Duuo, we've got your back.

## Summary of Coverage

Here is a quick overview of your coverage through this policy. *This summary is not part of the insurance agreement.* There are important conditions and details as to what's covered and what's not covered in this policy document. For details regarding any coverage or conditions, please review the full document.

### “You’re Covered” For

Loss or Damage to your **Personal Property** from theft, fire, burst pipes, accidental and sudden water leakage, unauthorized use of Debit & Credit Cards and damages that you are accused of causing by others not living with you.

We also pay for your temporary residence expenses should you be required to vacate your **premises** due to an insured event.

### You’re Not Covered For

Damages caused by earthquakes, **floods**, rodents and any **business** conducted on the **premises**.

### Replacement or Repair?

We will pay for the Replacement Cost of your **Personal Property**, or the cost to repair or replace that property, whichever is less - provided repair and replacement is affected with materials of similar kind and quality and within a reasonable time.

**You will pay the first \$1,000 for each covered incident. There are other important considerations, conditions, and limitations to the above. Please read on for the details.**

## Our Agreement

This is an agreement between you and Co-operators General Insurance Company.

Duuo<sup>®</sup> Tenant Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies and administered and distributed by Duuo Insurance Services Inc. Duuo<sup>®</sup> is a registered trademark of The Co-operators Group Limited.

Certain words and phrases in bold are specifically defined in the Definitions section of this policy. “You” and “your” refer to the **Named Insured** stated on the “**You’re Covered**” Screen of the “**Duuo App**”. “We”, “us” and “our” refer to Co-operators General Insurance Company.

We provide the insurance described in this policy as long as you pay the premium and follow the policy conditions. We insure You as a **Named Insured** at the **premises** listed on the “**You’re Covered**” Screen of the “**Duuo App**”.

### Applicable Law

This policy is governed by and shall be construed in accordance with the laws of the province where it was issued and the federal laws of Canada.

### Who is an Insured

You, as the **Named Insured**; the following persons, while living in the same household as the **Named Insured**:

- your immediate relatives living with you are Insureds
- any person under 21 years of age in the **Named Insured**’s care
- any person if coverage for additional insureds is stated on the “**You’re Covered**” Screen of the “**Duuo App**”
- A **student** who is dependent on the **Named Insured** or his or her **spouse** for support and maintenance even if temporarily residing away from the **premises**

*If a **Named Insured** dies while insured by this policy, that **Named Insured**’s estate is also considered an Insured.*

### Coverage Period

This insurance begins at the time and date your policy became effective and continues until you cancel such policy, as shown on the “**You’re Covered**” Screen of the “**Duuo App**”. We may cancel this insurance at any time subject to the Termination of Insurance clause described in the Statutory and General Conditions sections.

## Special Conditions

### Failure to Pay Premium

If you fail to pay your Policy Premium, this insurance will be automatically terminated at your next billing date.

### Cancellation of Insurance Policy

You may terminate this insurance any time by using the “**Duuo App**” to cancel your policy. You will be charged for time on risk on a pro rata basis. Following cancellation, you will continue to have access to your account, but you will no longer have this insurance.

## Property Coverages

This section sets out the terms and conditions of your insurance for **personal property**.

This coverage applies only at the location(s) listed and up to the limit shown on the “**Duuo App**”. All references to limits, deductibles and endorsements apply to the specific location as indicated on the “**You’re Covered**” Screen in the app.

### Personal Property is covered

We insure your **Personal Property**. The most we will pay is the **personal property** limit shown on the “**You’re Covered**” Screen, in total, for any one or a combination of the following coverages, per **occurrence**.

#### While on Premises

We insure your **Personal Property** while on the **premises** for loss or damage caused by an insured peril. The most we will pay is the **personal property** limit shown on the “**You’re Covered**” Screen.

#### While Temporarily Away

We insure your **Personal Property** while temporarily away from the **premises** for loss or damage caused by an insured peril. *The most we will pay is \$10,000.*

#### While in Storage

We insure your **Personal Property** in storage off the **premises** for damage caused by an insured peril, but only for the first sixty (60) days such property is in storage. *The most we will pay is \$10,000.*

*Coverage beyond the first sixty (60) days of storage will only apply to clothing or **watercraft** and their motors in storage between seasons.*

**Note:** Duuo policies are renewed monthly. If you decide to cancel your policy, there will be no coverage beyond the cancellation date.

#### While Removed for Protection

We insure your **Personal Property** that you have removed from the **premises** to protect it from loss or damage that would have been caused by an insured peril, but only for ninety (90) days from the date such property is removed, but not extending beyond cancellation of your policy. *The most we will pay is \$10,000.*

**Note:** Duuo policies are renewed monthly. If you decide to cancel your policy, there will be no coverage beyond the cancellation date.

## Special Limits of Insurance

Maximum limit **\$2,500** per **occurrence**.

For each of the following classes of items, the maximum amounts that we will pay per **occurrence** for loss or damage caused by any insured peril is **\$2,500**, up to the limits of **personal property** shown on the “You’re Covered” Screen.

1. money, including **cash cards** and **plastic money**, bank notes, bullion or gift certificates;
2. share certificates issued by public companies incorporated in Canada and the United States and bonds issued by a governmental authority in Canada;
3. **data**, including music and video files, not pertaining to a **business**, for which duty or license fees have been paid;
4. **watercraft**, whether assembled or not, including paddle boats, rafts, windsurfers and sailboards, their trailers, furnishings, equipment, accessories and motors;
5. **computer software** for personal use;
6. animals, birds or fish;
7. books, tools, instruments, computers, software, clothing, goods and other property pertaining to a **business** while on the **premises** or temporarily away from the **premises**;
8. goods or samples held for sale but not pertaining to a **business**;
9. lawn mowers, snow blowers, garden-type tractors, including their trailers or attachments to their trailers;
10. spare parts of automobile and trailer;
11. wine and spirits.

Theft or mysterious disappearance related losses. Maximum limit **\$2,500** per **occurrence**.

For each of the following classes of items, the maximum amounts that we will pay per **occurrence** for loss or damage caused by theft or mysterious disappearance is **\$2,500**, up to the limits of **personal property** shown on the “**You’re Covered**” Screen:

1. manuscripts and numismatic and philatelic property;
2. jewellery, precious or semi-precious stones, pearls, watches, fur garments, garments trimmed with fur and all other fur items;
3. video games of any kind;
4. collectible cards including sports and celebrity cards;
5. **collections** not subject to any other limitation;
6. each pedal or electric bicycle, its equipment and accessories;
7. gold ware, silverware and pewterware, meaning articles such as tableware, made of or plated with gold, silver or pewter;
8. works of art, such as paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames, sculptures, statuettes and assemblages, hand-made rugs and tapestries.

## Loss of Use of Your Dwelling

We pay for the loss of use of your **premises** for any one or a combination of the following coverages per **occurrence**. The most we will pay, in total, for any one or a combination of the following coverages per **occurrence** is the limit shown on the “You’re Covered” Screen.

*When a **civil authority** prohibits access to your **premises** we will only provide coverage under either Prohibited Use or Evacuation Order, not both.*

### Additional Living Expense

If an insured peril makes the **premises** or the residence of a **student** insured by this policy, unfit for occupancy, including your ability to safely access the premise, or the insured has to move out while repairs are being made because of an insured loss, we insure any necessary increase in living expenses, including moving expenses, incurred by an insured so that the insured can maintain their normal standard of living. Payment will be for the reasonable time required to repair or rebuild the premise or the **student’s** residence, as applicable, so that it is fit for occupancy, including your ability to safely access the premise, or if the insured permanently relocates, the reasonable time required for the insured’s household to settle elsewhere.

### Prohibited Use

If a **civil authority** prohibits access to your **premises**, or the residence of a **student** insured by this policy, as a direct result of damage to nearby property by an insured peril, we insure any resulting necessary and reasonable additional living expenses incurred by you to maintain your normal standard of living. Subject to the Loss of Use of Your Dwelling Coverage limit, *the most we will pay is \$10,000* for the duration of the prohibition but we will only pay up to a *maximum of \$5,000 for the first two (2) weeks*. No deductible applies to this coverage.

### Evacuation Order

We will pay any necessary and reasonable increase in living expenses incurred by you while access to your **premises**, or the residence of a **student** insured by this policy, is prohibited by order of **civil authority** but only when such an order is given for evacuation as a direct result of a sudden and accidental event within Canada or the United States. Subject to the Loss of Use of

*Your Dwelling Coverage limit, the maximum amount we will pay from the date of the order of evacuation is \$5,000. No deductible applies to this coverage.*



## Evacuation Causes Not Covered

You are not insured for any claim arising from evacuation resulting, directly or indirectly, in whole or in part, from the following causes or events, regardless of any other cause or event that contributes concurrently or in any sequence to that evacuation:

1. **flood, surface water**, waves, **tidal water** or **tidal waves**, tsunamis, or spray from any of the foregoing, all whether driven by wind or not;
2. earthquake, whether naturally occurring or resulting from man-made causes;
3. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, insurrection, rebellion, revolution, whether war be declared or not;
4. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or nuclear explosion;
5. contamination by radioactive material; or
6. **terrorism** or any activity or decision of a government agency or any other entity to prevent, respond to or terminate **terrorism**.

*The periods of time set out in this Loss of Use of Your Dwelling Coverage are not limited by the expiration of this policy.*

## Your Additional Coverages

Unless otherwise stated, the following extensions of coverage do not increase the limits of insurance in this policy for loss or damage per **occurrence** and are subject to the limitations and exclusions of this policy.

### Change of Temperature

We insure your **personal property** damaged by a change of temperature resulting from physical damage to a building on the **premises** or its equipment by an insured peril.

### Freezer, Refrigerator and Food

We pay for:

1. loss or damage to your food contained in a freezer or refrigerator on the **premises**; and
2. loss or damage to a freezer or refrigerator you own on the **premises**,

when such loss is caused by power interruption originating off of the **premises** or in an area of the **premises** to which you do not have access.

This amount includes reasonable expenses you incur to save and preserve the food from spoilage. We will not pay for any expenses incurred in acquiring the food.

*No deductible applies to this coverage.*

### Clean-up and Debris Removal

We pay, up to the limit of insurance for **personal property** shown on the “You’re Covered” **Screen** for the cost of clean-up and removal of debris, *excluding clean-up and removal of your outdoor trees, shrubs and plants*:

1. following loss or damage to **insured property** caused by an insured peril; or
2. blown onto the portion of the **premises** you are responsible to maintain from someone else’s property during a windstorm.

When the actual **insured loss or damage** plus the expense for clean-up and debris removal exceeds the limit of insurance for **personal property** shown on the “You’re Covered” **Screen**, an additional ten percent (10%) of such **personal property** limit is available to cover clean-up and debris removal.

*We will not pay the costs to extract any **pollutant** from land or water, or to remove, restore or replace polluted land or water.*

### Consequential Loss

We pay for loss or damage to your appliances and heating, ventilation, air conditioning and other equipment servicing the premise when such loss is a consequence of an order of a **civil authority** that prohibits access to your **premises**. *No deductible applies to this coverage.*

## Damage to Dwelling Occupied by You

We pay up to a limit of **\$2,000** for damage you are legally responsible to repair, not including fire damage to:

1. building glass;
2. the interior of the portion of the **premises** you occupy as a private residence directly caused by vandalism or malicious acts;
3. the portion of the **premises** you occupy as a private residence directly caused by theft or attempted theft; or
4. the portion of the **premises** you occupy as a private residence directly caused by vehicle impact while the vehicle is being operated by you.

## Improvements and Betterments

We pay up to the limit for **personal property per occurrence** shown on the “You’re Covered” Screen for loss or damage caused by an insured peril to improvements and betterments to the **premises**, made by you or acquired at your expense.

### Tear out

We pay the cost to repair or replace undamaged improvements and betterments inside your premise made by you or acquired at your expense that must be removed or torn apart to repair damage caused by an insured peril.

## Fire Department Charges

We pay up to the limit of **\$5,000 per occurrence** if the fire department charges you for attending to save or protect **insured property** from loss or damage because of an insured peril and you are legally obligated to pay. *Any payment made hereunder is in addition to the limit of insurance. No deductible applies to this coverage.*

## Moving to Another Home

If you are in the process of moving to a new principal residence in Canada which is to be occupied by you, we will insure your **personal property** while in transit to your new principal residence and at the new principal residence for **insured loss or damage**.

The limit of insurance for **personal property** shown on the “You’re Covered” Screen will be divided based on the value of **personal property**:

1. at the principal residence you are moving from;
2. while in transit to your new principal residence; or
3. at the new principal residence.

This coverage applies for thirty (30) days commencing on the date you begin to move property to your new residence, but does not extend past the cancellation date of the policy.

*This coverage does not apply to **personal property** insured under any other policy.*

## Credit or Debit Cards, Forgery and Counterfeit Currency

We pay up to a limit of **\$5,000** in total for:

1. loss resulting from unauthorized transactions by any person other than an insured using a credit or debit card issued to you, provided you have complied with all the conditions under which the card was issued and all of the access conditions for the transactions;
2. loss caused by forgery or alteration of cheques, drafts or other negotiable instruments being drawn on your accounts; and
3. loss caused by your acceptance in good faith of counterfeit paper currency of Canada or the United States.

No deductible applies to this coverage.

## Identity Fraud Recovery Expense

We pay up to a limit of **\$5,000** in total for expenses you incur to recover your identity if you are a target of **identity fraud**. We do not cover expenses incurred due to any fraudulent, dishonest or criminal act by you, or any person acting with you, or your authorized representative, whether acting alone or in collusion with others. *No deductible applies to this coverage.*

## Family Member in a Health-Care Facility

We pay up to a limit of **\$10,000 per occurrence** for loss or damage to the **personal property** of the **Named Insured's** parent, child or **spouse** who ordinarily resides in a nursing home, seniors' home or other health care facility, because of an insured peril.

## Funeral Benefits

We pay up to a limit of **\$5,000** for funeral costs for each insured who loses their life as a result of a fire on the **premises**. This coverage applies even if you have other insurance covering funeral costs. *This payment is in addition to the limit of insurance. No deductible applies to this coverage.*

## Grave Markers

We pay up to a limit of **\$1,500 per occurrence** for loss or damage caused by an insured peril to the following property, but only if located within Canada:

1. grave markers situated on any cemetery plots or burial vaults; or
2. funeral urns situated in a columbarium,

of the **Named Insured** and the **Named Insured's** spouse, parents or children.

# Property Not Insured

We do not insure:

1. that part of the **premises** used in any way for **business or farm purposes**, unless permission for such **business** or farm use has been given by us.
2. **books of account** and evidence of debt or title such as loan agreements or deeds.
3. **data pertaining to a business** or **data** for which no duty or license fees have been paid, or the cost of research and other expenses in reconstructing the records or compiling the **data**.
4. **sporting equipment** for loss or damage caused by the use of such sporting equipment, but this exclusion does not apply to impact with a land vehicle.
5. **tools** for loss or damage caused by the use of such tools, but this exclusion does not apply to impact with a land vehicle.
6. **eyeglasses, glassware**, articles made of marble, bric-a-brac, chinaware, porcelains and other fragile or brittle articles for loss or damage caused by breakage.
7. **animals, birds or fish** if loss or damage is caused by theft, vehicle impact, mysterious disappearance, illness or death by natural causes.
8. **motorized watercraft** and their equipment for loss or damage caused by a windstorm or hail, unless they are inside a fully-enclosed building.
9. **watercraft, their trailers**, equipment, accessories or motors for loss or damage caused by collision, vehicle impact, upset, derailment, stranding or sinking while being,
  - a. launched or removed from the water, or
  - b. transported by a **motor vehicle**, trailer or common carrier
10. property normally kept at any location you own, rent or lease **other than the premises**
11. **motorized vehicles, motor vehicle** kits or trailers, and their parts, furnishings, equipment and accessories, except for the motorized vehicles or trailers, and their parts, described in the **Personal Property** Definition; or
12. **aircraft**, unmanned aerial vehicles, **drones**, model **aircraft, aircraft** kits and their parts, furnishings, equipment and accessories
13. property while **undergoing any process**, or while being worked upon, but resulting loss or damage to other **insured property** is covered
14. any property that is **illegally acquired** or kept, or any property subject to forfeiture; or
15. any property **lawfully seized or confiscated**; except if the property must be destroyed to prevent the spread of fire.

## Insured Perils

We insure against all risks of direct physical loss or damage, subject to the conditions, limitations and exclusions of this policy.

*It is important to note that this policy does not insure any loss or damage if your premise is vacant for more than thirty (30) consecutive days.*

## Loss or Damage Not Insured

This policy does not insure against loss or damage from the following.

1. **Flood**, **surface water**, waves, **tidal water** or **tidal waves**, tsunamis or spray from any of the foregoing, all whether driven by wind or not.
2. **Earthquake**, whether naturally occurring or resulting from man-made causes.
3. **War**, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, insurrection, rebellion, revolution, whether war be declared or not.
4. **Any nuclear incident** as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or nuclear explosion.
5. **Contamination** by radioactive material.
6. **Terrorism** or any activity or decision of a government agency or any other entity to prevent, respond to or terminate **terrorism**.
7. Caused directly or indirectly by:
  - a. continuous or repeated **leakage of water** or sewage,
  - b. continuous or repeated **seepage of water** or sewage, or
  - c. discharging, backing up or overflow of water or sewage from a sewer, **sump**, septic system or other wastewater treatment system, outside drain, French drain, weeping tile, eaves trough, inside or outside downspout, rainwater leader, **retention tank** or **holding pond**.

*This exclusion applies whether or not the insured was aware of such leakage or seepage.*

*This exclusion does not apply to **water service pipes**, **inside drains** or **inside sumps**, **outdoor swimming pools** or **outdoor hot tubs**.*

8. caused by **rupture**, bursting, tearing apart, cracking, burning or bulging of a sewer, **sump**, septic system or inside downspouts;
9. resulting directly from **faulty materials**, construction, design or workmanship;
10. caused by the **application of heat** to any property by any process, such as by an iron or blowtorch, but we do insure resulting damage to other **insured property** not otherwise excluded.
11. caused directly or indirectly by **freezing** unless:
  - a. covered under the Change of Temperature extension of coverage,
  - b. freezing that occurs on a part of the **premises** which you do not control,
  - c. the resulting rupture or water escape is caused by freezing of:
    - i. a **water service pipe**,
    - ii. an outdoor swimming pool or outdoor hot tub, including the attached equipment of either, or
    - iii. fire suppression sprinkler system

- d. the resulting rupture or water escape is caused by freezing of:
- i. a **plumbing systems**, heating, irrigation sprinkler or air conditioning system,
  - ii. a **domestic water container**, or
  - iii. an indoor swimming pool or indoor hot tub, including the attached equipment of either, and occurs within a portion of the premise which is heated during the usual heating season and you have not been away from the **premises** more than *five (5) consecutive days*.

However, if you are away more than five (5) consecutive days, you are covered if you do one of the following:

- a. you had arranged for a competent person to enter the premise daily to ensure heating is maintained,
- b. you had shut off the water supply and drained all the pipes, or
- c. the building temperature is monitored by a central station providing twenty-four (24) hour service.

For the purpose of this exclusion only, **premises** includes, if applicable, the residence of a **student** insured by this policy if such **student** does not reside at the **premises**.

12. caused by **rainwater**, except for loss or damage:
  - a. to **insured property** inside a building caused by rainwater which enters through an opening in that building first created by a peril not otherwise excluded, or
  - b. to an outdoor swimming pool or hot tub
13. caused by the **pressure of ice**, including ice dams, except for loss or damage to outdoor swimming pools and outdoor hot tubs.
14. to **insured property** inside a building caused by the **melting of ice** or the melting of snow, unless caused by an ice dam on the exterior of the roof, except for loss or damage to outdoor swimming pools and outdoor hot tubs.
15. caused by:
  - a. **surface water**
  - b. **rising of the water table**, or
  - c. **water below the surface of the ground** including that which exerts pressure on or flows, seeps;
  - d. or **leaks through any opening in a sidewalk**, driveway, foundation, wall or floor, unless it arises from escape of water from a **water service pipe**, swimming pool or hot tub, or their attached equipment. *This exclusion does not apply to outdoor swimming pools or outdoor hot tubs.*
16. to **insured property** inside a building caused by **windstorm or hail**, unless such wind or hail enters through an opening in that building which is first created by a peril not otherwise excluded.
17. caused by **dampness of atmosphere**, condensation, extremes of temperature, wet or dry rot, **fungi**, dust or deterioration.
18. caused by **impact of water-borne objects**, including ice, whether driven by wind or not.
19. resulting directly from **wear, tear**, rust, corrosion, defect, malfunction, breakdown, mechanical breakdown, gradual deterioration, inherent vice or nature of the property, but we do insure resulting damage to other **insured property** not otherwise excluded.
20. resulting directly from the **marring**, scratching, abrasion or chipping of any property.

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21. caused by **smoke**, unless it is from a household heating or cooking unit and it is sudden, unusual and accidental;
22. caused by vandalism or malicious acts related in whole or in part to criminal activities at the **premises** or the residence of a **student** insured by this policy if such **student** does not reside at the **premises**;
23. caused by theft;
  - a. which occurs at any location which you own, rent or occupy, other than the **premises**, except while you are temporarily living there,
  - b. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud
24. caused directly or indirectly, in whole or in part, by **illegal drug operations** or activities on the **premises** or the residence of a **student** insured by this policy or decision of a government agency or other entity to prevent, respond to or terminate **illegal drug operations** on the **premises** or the residence of a **student** insured by this policy. *This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense.*
25. caused by **settling**, expansion, contraction, subsidence, erosion, moving, shifting, bulging, buckling or cracking.
26. caused **directly by roots of trees or plants**.
27. caused directly by **rodents** (such as squirrels and rats), vermin (such as skunks and raccoons), birds, insects (such as moths and termites) or bats.
28. caused by the **intentional moving of a building** within or away from the **premises**, from the moment the building is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.
29. arising from or related to your **Short-term Rental Business**.
30. caused by any **criminal or intentional act or omission** by:
  - a. any insured, or
  - b. any other person at the direction of any insured, however in all provinces and territories other than Quebec, this exclusion applies only to the claim of a person
    - i. whose act or omission caused the loss or damage
    - ii. who abetted or colluded in the act or omission
    - iii. who:
      - a. consented to the act or omission, and
      - b. knew or ought to have known that the act or omission would cause the loss or damage; or
      - c. who is not a natural person provided that coverage shall only apply if the insured:
        - i. co-operates with the insurer in respect of the investigation of the loss, including, without limitation, by submitting to an examination under oath, if requested by the insurer; and
        - ii. produces for examination, at such reasonable place and time as is designated by the insurer, all documents that relate to the loss in addition to those required by the contract.

In Quebec, our obligation of coverage remains with respect to those insureds who have not committed an intentional fault.



## TENANTS INSURANCE POLICY

We do not insure loss or damage caused by glass breakage, water escape, rupture, freezing, ice back up, vandalism or malicious acts after your premise has been **vacant for more than five (5) consecutive days**. However, we will cover loss or damage caused by fire or explosion directly resulting from vandalism which occurs **within the first thirty (30) days that your premise is vacant**.

### Basis of Settlement

We will pay for the Replacement Cost of your **Personal Property**, or the cost to repair or replace that property, whichever is less, up to the limits shown on the **“You’re Covered” Screen**, provided repair and replacement is effected with materials of similar kind and quality and within a reasonable time.

Replacement cost does not apply to:

- a. property that was not in use for its original purpose or had not been maintained in workable condition,
- b. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and sculptures, or
- c. articles for which their age or history contributes to their value, such as memorabilia, souvenirs, and collectables.

### We will pay Actual Cash Value if:

- a. If you do not repair or replace the lost, damaged or destroyed property; or
- b. Any conditions for Replacement Cost are not met.

Replacement Cost means the cost, at the date of the loss, of repairs or replacement (whichever is less) without deduction for depreciation.

Actual Cash Value means the cost to replace or repair the lost or damaged or destroyed property, less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the **insured property** immediately before the damage occurred, to determine the market or resale value and the normal life expectancy.

### Legal Expense Coverage

We will pay on your behalf legal expenses incurred in defending legal proceedings or allegations arising from incidents other than **Bodily Injury** or **Property Damage**, occurring during the policy period. *The most we will pay for this coverage is \$5,000. You do not have to pay a deductible for this additional insurance.*

## Property Coverage Conditions

### Canadian Currency Clause

All of the dollar limits described in this policy are in Canadian funds.

### Insurable Interest and Limit of Liability

If more than one person has an insurable interest in the property insured, we pay the lesser of the Insured's interest or the limit of liability shown on the "You're Covered" Screen.

### Other Insurance

If other valid and collective insurance is available to you for a loss we insure under this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. We will not pay more than the applicable limits shown on the "You're Covered" Screen.

### Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and reach an agreement with you; or there is an entry of a final judgment; or there is a filing of an appraisal award with us.

### Recovered Property

If you or we recover any property for which we have made a payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

### Policy Period

This policy applies only to loss which occurs during the policy period stated on the "You're Covered" Screen and for loss described in Coverage Period.

### Subrogation Clause

If any payment other than a return of premium is made under this policy, we will be subrogated in the amount of such payment to all your rights of recovery against any person or organization, including recovery from other valid and collectible insurance covering the loss, and shall be entitled to pursue and enforce such rights in your name. You will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing to prejudice such rights. Any amount recovered in excess of our total payment shall be restored to you, less the recovery cost.

## Liability Coverage

This section contains details of your coverage including **legal liability** for unintentional **bodily injury** to others or damage to their property arising out of your **premises** or your personal actions, voluntary medical and funeral payments and voluntary payments for damage to property.

### Legal Liability Coverage

The limit of insurance shown on the “You’re Covered” Screen of the “Duuo App” under **Legal Liability** is the maximum amount we will pay for all **compensatory damages** in respect of any one accident or **occurrence** other than as provided under Additional Agreements. We will pay all sums which you become **legally liable** to pay as **compensatory damages** because of unintentional **bodily injury** or **property damage**.

### Personal Liability is covered

We will pay all sums which you become **legally liable** to pay as **compensatory damages** because of unintentional **bodily injury** or **property damage**, arising out of:

### Personal Actions

Your personal actions anywhere in the world, except claims arising out of the personal actions of a **Named Insured** who does not reside on the **premises** described on the “You’re Covered” Screen.

### Premises

Your use or occupancy of the **premises**.

### Owned Watercraft

Your ownership of **watercraft**, including their attachments, and the use or operation of **watercraft**, including their attachments, if owned by any insured, provided that such **watercraft**:

- a. if motorized, is equipped with an outboard motor or motors of not more than 21 kW (28 HP) in total or an inboard or inboard-outboard motor or motors of not more than 38 kW (50 HP) in total and not more than eight (8) metres (26 feet) in length.
- b. if not motorized, is not more than eight (8) metres (26 feet) in length.

### Non-Owned Watercraft

Your use or operation of **watercraft**, which is not owned by any insured, but we do not insure damage to the **watercraft** itself.

### Motorized Vehicles

Your ownership of the following motorized vehicles, including their attachments, and the use or operation of the following motorized vehicles, including their attachments:

- a. scooters and motorized wheelchairs when used for the transportation of a person who is physically disabled.
- b. electric bicycles not capable of exceeding a maximum speed of 32 km per hour.

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- c. electric vehicles for children not capable of exceeding a maximum speed of 10 km per hour, or;
- d. lawn mowers, snow blowers, garden-type tractors, including their trailers and attachments, used or operated mainly on your property.

*We do not insure damage to the above mentioned motorized vehicles themselves under this coverage.*

### **Trailers**

Your ownership, use or operation of any trailer or its equipment, provided that such trailer is not attached to or carried on a motorized vehicle and it is not used for **business** purposes.

### **Damage to Premises Owned by Others**

You are insured for claims made against you arising from **legal liability** for unintentional damage to **premises** owned by others which you are using, renting, occupying or have in your care, custody or control, or their contents.

## Additional Agreements

If a claim is made against you for which you are insured under the **Legal Liability** Coverage of this policy, we will defend you at our cost using a lawyer of our choice. We reserve the right to investigate, negotiate and settle any claim or suit if we decide such course of action is appropriate.

In addition to the limit of insurance shown on the “You’re Covered” Screen for **Legal Liability** Coverage, we will pay:

1. all expenses that we incur.
2. all costs charged against you in any suit insured under the **Legal Liability** Coverage.
3. any interest awarded by the court on that part of a judgement which is insured under the **Legal Liability** Coverage.
4. premiums for:
  - a. the purchase of bonds to release any property that is being held as security, or
  - b. the purchase of appeal bonds required in any claim made against you for which you are insured under the **Legal Liability** Coverage of this policy, but we are not obligated to apply for or provide these bonds.
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or **occurrence** for which you are insured under the **Legal Liability** Coverage of this policy.
6. reasonable expenses which you incur at our request.
7. real loss of ordinary personal income, up to **\$100** per day, to a maximum of **\$1,000** for the loss of ordinary personal income.

## Voluntary Medical Expenses Coverage

We will pay medical expenses incurred within one (1) year of the date of an accident even though you are not **legally liable**, if:

1. you unintentionally injure another person on your **premises**, or
2. another person is accidentally injured on your **premises**

Under this Voluntary Medical Expenses Coverage, medical expenses include nursing, surgical, dental, hospital, ambulance service and funeral payments. *We will pay up to the limit of \$10,000* for Voluntary Medical Expenses Coverage for each person in respect of one accident or **occurrence**.

To receive benefits under this Voluntary Medical Expenses Coverage, the injured party must:

1. authorize us to obtain medical and other records; and
2. if requested, submit to physical examinations, at our expense by doctors we select, as often as we may reasonably require.

In case of death of the injured party for which a claim is made under this Voluntary Medical Expenses Coverage, we may require an autopsy before we pay.

If the injured party or any person acting on his or her behalf does not accept these conditions or sues you, we may elect not to provide Voluntary Medical Expenses Coverage, but this will not affect your **Legal Liability** Coverage.

**We will not pay medical expenses:**

1. covered by any plan or law, or under any other insurance contract
2. covered by any worker's compensation statute;
3. of an insured
  - a. for **bodily injury** caused intentionally by you or at your direction; or
  - b. arising out of the ownership, use or operation of any motorized vehicle, trailer or **watercraft**, except those for which coverage is shown in this section.

**If a claim is made under the Voluntary Medical Expenses Coverage, we may elect to:**

1. pay for the loss in money to you, to the injured party or to the party who performed the services for the injured party resulting in the medical expenses; and/or
2. settle any claim either with you, the injured party or the party who performed the services for the injured party resulting in the medical expenses;
3. require that you are released by the injured party from any liability for the accident; and/or
4. require that we are subrogated in the rights of the injured party, or any person acting on his or her behalf, against any at fault third party.

You shall not bring suit against us under this Voluntary Medical Expenses Coverage until you have fully complied with all the terms of this Coverage.

## Voluntary Payment for Damage to Property Coverage

We will pay for unintentional damage you cause to the property of others even though you are not **legally liable**. You may also use this coverage to reimburse others for **property damage** caused intentionally by an insured, 12 years of age or under. Within sixty (60) days after the **occurrence**, if requested, you must submit to us (under oath if required) a proof of loss containing the following information:

1. the amount, place, time and cause of loss;
2. the interests of all persons in the damaged property; and
3. the actual cash value of the property at the time of the **occurrence**. If requested, you must help us verify the damage.

If the owner of the damaged property or any person acting on his or her behalf does not accept these conditions or sues you, we may elect not to provide Voluntary Payment for Damage to Property Coverage, but this will not affect your **Legal Liability Coverage**.

### We do not insure:

1. damage arising out of the ownership, **use or operation of any motorized vehicle**, trailer or **watercraft**, except those for which coverage is provided under the **Legal Liability Coverage**;
2. damage caused:
  - a. to property **you or your tenant's own**, use rent or lease.
  - b. to property which is **insured under the Property Coverage Section**.
  - c. losses or expenses incurred by others as a result of **the loss of use of property**.
  - d. the disappearance or **theft of property**.

We will pay the actual cash value of the property at the date of the **occurrence**, *up to the limit of \$10,000 for the Voluntary Payment for Damage to Property Coverage*.

The Actual Cash Value is the cost of replacement less any depreciation or the cost of repairs (whichever is less) with property of like kind and quality. If a claim is made under the Voluntary Payment for Damage to Property Coverage, we may elect to:

1. pay for the loss in money or repair or replace the property;
2. settle any claim either with you or the owner of the property;
3. take over any salvage;
4. require that you are released by the owner of the property from any liability for the accident; and/or
5. require that we are subrogated in the rights of the owner of the property, or any person acting on his or her behalf, against any at fault third party.

You shall not bring suit against us under this Voluntary Payment for Damage to Property Coverage until you have fully complied with all the terms of this Coverage, nor until sixty (60) days after the required proof of loss has been filed with us.

## Loss or Damage Not Insured

We do not insure claims made against you, nor do we provide voluntary payments under this policy, arising from or in relation to:

1. sexual, physical, psychological or emotional **abuse**, assault, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any insured; or failure of any insured to take steps to prevent sexual, physical, psychological or emotional abuse, assault, molestation, harassment or corporal punishment;
2. your **business**, or any **business** use of the **premises**;
3. providing or failure to provide any **professional service**;
4. **bodily injury** or **property damage** caused by any **intentional or criminal act** or willful negligence by an insured, but this exclusion does not apply to any other insured who has not committed and is not involved in the intentional or criminal act or the willful negligence;
5. **bodily injury** to an insured or any person(s) **residing in your household including**, but not limited to, any claims against an insured named or not, for contribution or indemnity as a result of a claim initiated by another insured, named or not, against a third party, regardless of who initiates the claim for contribution or indemnity;
6. the ownership, use or **operation of any aircraft** (including hang gliders) and/or any location, including, if applicable, the **premises**, used as an airport or landing facility, and all necessary or incidental operations;
7. the ownership, use or **operation of any unmanned aerial vehicles**, drones or model **aircraft**;
8. the use or operation of any **watercraft**, motorized vehicle or trailer, including the attachments of all of these, insured under **Legal Liability** Coverage while it is:
  - a. used for carrying passengers or property for compensation,
  - b. used for **business purposes**,
  - c. used in any **race** or speed or skill test,
  - d. **rented** to others, or
  - e. being used or operated **without the owner's consent**;
9. the ownership, use or operation of **any motorized vehicle**, trailer or **watercraft** except those insured under **Legal Liability** Coverage;
10. the **transmission of communicable disease** by any insured;
11. **legal liability** an insured has **assumed by contract** unless that insured's **legal liability** would have applied even if no contract had been in force, but we do insure claims made against an insured for the **legal liability** of other persons in relation to the **premises** that an insured has assumed from such other persons under a written contract;
12. the publication or utterance of a **libel or slander** or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's rights of privacy or any type of discrimination including, but not limited to, discrimination due to sex, sexual-orientation, age or marital status, colour, race, creed or national origin;
13. the **distribution or display of data** via a website, the internet, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**;
14. erasure, disruption, corruption, misappropriation, **misinterpretation of data** or intentionally or erroneously creating, amending, entering, deleting, or using data;
15. any claims against an insured **initiated by another insured**;



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16. any claims against an insured which arise from a claim initiated by another insured against a third party, regardless of who initiates the claim against the insured first mentioned in this sentence;
17. any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

## Liability Coverage Conditions

### Anti-Stacking Condition

If this policy and any other policy or insurance form issued to the same **Named Insured** by Co-operators General Insurance Company or any of its affiliates apply to the same **Occurrence**, the combined maximum limits of liability under all policies or insurance forms shall not exceed the highest applicable limit of liability available under any one policy or insurance form.

### Bankruptcy

Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under liability coverage.

### Duties in the Event of Occurrence, Offense, Claim or Suit

After an **Occurrence** which may be insured under this policy:

1. You must see to it that we are notified as soon as practicable (in writing if required) of an **Occurrence** or an offense which may result in a claim to the extent possible, notice should include how, when and where the **occurrence** or offense took place, the names and addresses of any injured persons and witnesses, and the nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a claim is made or suit is brought against you, you must immediately record the specifics of the claim or suit and the date received, and notify us as soon as practicable. You must see to it that we receive written notice of the claim or suit as soon as practicable.
3. You must immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit, authorize us to obtain records and other information, cooperate with us in the investigation or settlement of the claim or defense against the suit, and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.
4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, we will not consider any verbal or written apology in itself to be considered an assumption of any obligation.
5. Submit to an examination under oath, and produce for the examination, at a reasonable place and time as designated by us, all documents in your possession or control that relate to the matters in question, and permit extracts and copies to be made.
6. Use your reasonable best efforts to produce Employees, members of your household or others for examination under oath.
7. You shall not interfere in any negotiation for settlement or in any legal proceeding.

## Legal Action Against Us

No person or organization has a right under liability coverage to join us as a party or otherwise bring us into a suit asking for damages from you; or to sue us under liability coverage unless all of the coverage terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this liability coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

## Other Insurance

If other valid and collective insurance is available to you for a loss we insure under this liability coverage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. We will not pay more than the applicable limits shown on the "You're Covered" Screen.

## Representations

By accepting this policy, you agree that the statements on the "You're Covered" Screen are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

## Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this liability coverage, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

## Definitions

The definitions are applicable to all sections of this policy.

### **Aircraft**

Any vehicle used or designed for flight including ownership, use or operation of any unmanned aerial vehicles, drones or model aircraft.

### **Automobiles**

A land **Motor Vehicle**, trailer or semi-trailer, including any attached machinery or equipment. Automobile does not include **Mobile Equipment**.

### **Bodily Injury**

Physical injury or sickness to one's person, including required care, loss of services and death that results.

### **Business**

Any continuous or regular, full time or part time activity or pursuit of any kind undertaken for financial gain, and includes a trade, profession, occupation or farming.

### **Cash Card or Plastic Money**

A card designed to store or record a cash value by electronic means for use as a mode of payment, including gift cards and pre-paid credit and debit cards.

### **Civil Authority**

Any person acting with authority under a federal, provincial, territorial or municipal legislation for the protection of people and property in the event of an emergency.

### **Collection**

A group of related objects of the same general type, deliberately accumulated for a purpose.

### **Compensatory Damages**

An award of money which will reasonably compensate an injured person for the loss which he has suffered up to the time of trial and, if the injury is a continuing one, will suffer in the future.

### **Computer Software**

Computer programs or instructions stored on electronic media, including video games of any kind.

### **Data**

Representations of information or concepts, in any form, including paper and electronic forms.

### **Domestic Water Container**

A device, apparatus or appliance used for containing, heating, chilling or dispensing water, excluding swimming pools and hot tubs.

### **Drug Operations**

Cultivating, harvesting, processing, manufacturing, distributing, or selling of any substance which falls within the Controlled Drugs and Substances Act.

### **“Duuo App”**

The website and online application of Duuo® at Duuo.ca

### **Flood**

The rising or overflow of any stream or body of water, whether natural or man-made, or due to the breaking of any dam, levee or other similar containment.

### **Fungi**

Includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spore(s)** or resultant mycotoxins, allergens, or pathogens.

### **Identity Fraud**

The act of knowingly transferring or using, without lawful authority, a means of identification of an Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal, provincial, territorial, state or local law.

### **Insured Loss or Damage**

Direct physical loss or damage to **insured property** resulting from an insured peril for which coverage is provided under this policy.

### **Insured Property**

Property insured by this policy.

### **Legal Liability or Legally Liable**

Responsibility which courts recognize and enforce between persons who sue one another.

### **Mobile Equipment**

Any type of land vehicles such as bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads, including any attached machinery or equipment, and only if such motorized vehicles are not required to be registered or insured under the laws of the province in which they are normally kept.

### **Motor Vehicle**

A self-propelled land or amphibious vehicle; or any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described here.

## Named Insured

The person(s) named as insured on the “You’re Covered” Screen of the “Duuu App” and/or his or her spouse while living on the premises.

## Occurrence

An action or non-action causing loss, injury or damage. All losses, injuries or damages arising out of the same general conditions will be considered as arising out of one single occurrence, regardless of the number of claimants.

## Personal Property

**Personal property** you own and which is usual to the **premises**. It also includes:

1. The following motorized vehicles:
  - a. scooters and motorized wheelchairs used for the transportation of a person who is physically disabled,
  - b. electric bicycles not capable of exceeding a maximum speed of thirty-two (32) km per hour,
  - c. electric vehicles for children not capable of exceeding a maximum speed of ten (10) km per hour,
  - d. lawn mowers, snow blowers and garden-type tractors, including their trailers or attachments, used or operated mainly on the **premises**, but only if such motorized vehicles are not required to be registered or insured under the laws of the province in which they are normally kept;
2. **watercraft**, whether or not motorized (including their trailers);
3. **personal property** you own, and which is usual to the residence occupied by a **student** who is insured by this policy; and
4. uninsured **personal property** of others, usual to a residence, but if such property is temporarily away from the **premises**, it must be in your possession.

## Plumbing System

Includes:

1. water supply and distribution pipes;
2. wells and attached equipment;
3. waste and vent pipes;
4. inside drains; and
5. permanently installed fixtures such as toilets, sinks, tubs or showers; but

does not include:

1. **water service pipes**;
2. septic systems or connected piping located outside of the building;
3. sewer lines located outside of the building;
4. **sump pits**, **sump pumps** and their attached piping or equipment;
5. outside drains, weeping tiles, French drains or similar systems; or
6. eaves troughs or downspouts located inside or outside the building.

## Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant, including:

1. radioactive material;
2. fuel oil;
3. vapour;
4. soot;
5. chemicals;
6. pesticides;
7. herbicides; or
8. waste and smoke from agricultural smudging or industrial operations

## Premises

The land and all structures located within the lot lines of the insured location described on the “You’re Covered” Screen of the “Duo App” reserved for your exclusive use or occupancy.

## Professional Services

Includes, but is not limited to, any service, duty or privilege you offer, advertise, or by which clients or customers are solicited, where there is reliance by such clients or customers on the special skill or knowledge possessed or purported to be possessed by you.

## Property Damage

Damage to, or destruction of, or loss of use of tangible property.

## Retention Tank or Holding Pond

A tank or body of water (either natural or man-made) in which sudden influxes of surface, ground or storm water are held before being released into the drainage system.

## Seepage

The slow movement or oozing of water or other fluid through small openings, cracks, or pores.

## Short-term Rental Business

A **business** of the **Named Insured** involving the rental or leasing of buildings, units in those buildings (up to a maximum of 6 units per building), or rooms in those buildings as a service to an individual or individuals on a temporary basis, defined as a period of 180 days or less.

## Spore(s)

Includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

## Spouse

A person who is married to and living with the **Named Insured**; or has entered into a civil union with and is living with the **Named Insured**; or is of the opposite or the same sex who has been living with the **Named Insured** and has been publicly represented as the **Named Insured’s spouse** for at least three years.

## Student

A person who is enrolled in and actually attends a school, college or university and who is dependent on the **Named Insured** for support and maintenance even if temporarily residing away from the premise stated on the “**You’re Covered**” Screen of the “**Duuo App**”.

## Sump

**Sump pits, sump pumps** and the attached piping or equipment of either.

## Surface Water

Water on the surface of the ground where water does not usually accumulate.

## Terrorism

An ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

## Tidal Water

Water that rises and falls in a predictable and measurable rhythm or cycle due to the gravitational interactions between the sun, moon, and earth.

## Tidal Waves

The regularly reoccurring shallow water waves caused by the effects of the gravitational interactions between the sun, moon, and earth.

## Vacant

Regardless of the presence of **personal property** or furnishings, a **premises** is **vacant**:

1. after it is rented and before a resident moves in; or
2. when all residents have moved out with no intention to move back in.

## Water Service Pipe

A water supply pipe running to the exterior of the building, which forms part of a water distribution system, and conveys consumable water but not waste water.

## Watercraft

A craft principally designed to be propelled on or in water by wind, engine power or electric motor.

## “You’re Covered” Screen

That part of the “**Duuo App**” (website application) that displays the coverage and limits of coverage provided by this policy and is titled ““You’re Covered”!”



## Statutory Conditions

(Applicable in all provinces and territories except Alberta, British Columbia & Quebec)

As we said, nobody loves reading through the details of an insurance policy. We're almost at the end! The Statutory Conditions are required by law and are designed to let you know what conditions must be followed and met by you and us. *All of these Statutory Conditions apply to Property Coverage of this policy unless where noted, they also apply to the Liability Coverage.*

### **Misrepresentation** *(also applies to Liability Coverage)*

If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

### **Property of Others**

Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

### **Change of Interest** *(also applies to Liability Coverage)*

The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or change of title by succession, by operation of law, or by death.

### **Material Change** *(also applies to Liability Coverage)*

Any change material to the risk and within the control and knowledge of the insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

### **Termination of Insurance** *(also applies to Liability Coverage)*

1. This contract may be terminated:
  - a. by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent
  - b. by the insured at any time on request.
2. Where this contract is terminated by the insurer
  - a. the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro

- rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
- b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event, shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
  4. The refund may be made by money, postal or express company money order or cheque payable at par.
  5. The fifteen days mentioned in clause 1 a of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### Requirements After Loss

1. Upon the **occurrence** of any loss of or damage to the **insured property**, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of the Statutory Conditions of Salvage, Entry, Control, Abandonment and Appraisal:
  - a. forthwith give notice thereof in writing to the insurer;
  - b. deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration:
    - i. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believed;
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
    - iv. showing the amount of other insurances and the names of other insurers;
    - v. showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
    - vi. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
    - vii. showing the place where the property insured was at the time of loss
  - c. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value.
  - d. if required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1 c and d of this condition shall not be considered proofs of loss within the meaning of “When Loss Payable” and “Replacement” Statutory Conditions of Property.

## Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

## Who May Give Notice and Proof

Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

## Salvage

1. This insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damages or further damage thereto.
2. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

## Entry, Control, Abandonment

After loss or damage to **insured property**, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the **insured property**, and without the consent of the insurer there can be no abandonment to it of **insured property**.

## Appraisal

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

## When Loss Payable

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

## Replacement

1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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2. In that event, the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

### **Action** *(not applicable in Saskatchewan)*

Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

### **Notice** *(also applies to Liability Coverage)*

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside of Canada.

# Statutory Conditions

(Applicable only to Alberta and British Columbia)

These Statutory Conditions apply where the Insured is domiciled or where the **insured property** is located in Alberta or British Columbia and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the Statutory Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

## Misrepresentation

*(applicable to insurance against loss or damage to property only)*

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

## Property of Others

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

1. otherwise specifically stated in the contract, or
2. the interest of the Insured in that property is stated in the contract.

## Change of Interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

## Material Change in Risk

1. The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
  - a. material to the risk, and
  - b. within the control and knowledge of the Insured.
2. If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
3. If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
  - a. terminate the contract in accordance with Statutory Condition 5, or
  - b. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

4. If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition Termination of Insurance (2) (a) applies in respect of the unearned portion of the premium.

### Termination of Insurance

1. This contract may be terminated
  - a. by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b. by the Insured at any time on request.
2. If the contract is terminated by the Insurer,
  - a. the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
3. If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
4. The 15-day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

### Requirements after Loss

*(applicable to insurance against loss or damage to property only)*

1. On the happening of any loss of or damage to **insured property**, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions of Salvage,
  - a. immediately give notice in writing to the Insurer,
  - b. deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the **insured property** verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
    - iv. stating the amount of other insurances and the names of other Insurers,
    - v. stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
    - vii. stating the place where the **insured property** was at the time of loss,

- c. if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
  - d. if required by the Insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. furnish invoices and other vouchers verified by statutory declaration, and
    - iii. furnish a copy of the written portion of any other relevant contract.
2. The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions of “When Loss Payable” and “Repair or Replacement”.

### **Fraud**

*(applicable to insurance against loss or damage to property only)*

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition “Requirements After Loss” invalidates the claim of the person who made the declaration.

### **Who May Give Notice and Proof**

*(applicable to insurance against loss or damage to property only)*

Notice of loss under Statutory Condition “Requirement After Loss” (1) (a) may be given and the proof of loss under (1) (b) may be made

1. by the agent of the Insured, if
  - a. the Insured is absent or unable to give the notice or make the proof, and
  - b. the absence or inability is satisfactorily accounted for, or
2. by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

### **Salvage**

*(applicable to insurance against loss or damage to property only)*

1. In the event of loss or damage to **insured property**, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

### **Entry, Control, Abandonment**

*(applicable to insurance against loss or damage to property only)*

After loss or damage to **insured property**, the Insurer has

1. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
2. after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- a. without the Insured's consent, the Insurer is not entitled to the control or possession of the **insured property**, and
- b. without the Insurer's consent, there can be no abandonment to it of the **insured property**.

### **In Case of Disagreement**

*(applicable to insurance against loss or damage to property only)*

1. In the event of disagreement as to the value of the **insured property**, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
2. There is no right to a dispute resolution process under this condition until
  - a. a specific demand is made for it in writing, and
  - b. the proof of loss has been delivered to the Insurer.

### **When Is Loss Payable**

*(applicable to insurance against loss or damage to property only)*

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition "Requirements After Loss" and delivered to the Insurer.

### **Repair or Replacement**

*(applicable to insurance against loss or damage to property only)*

1. Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the **insured property** lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss
2. If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

### **Notice**

1. Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
2. Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to the Insured's last known address as provided to the Insurer by the Insured.



# General Conditions

(Applicable only to Quebec)

These General Conditions apply where the Insured is domiciled or where the **insured property** is located in Québec and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the General Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

This policy is subject to the Civil Code of the Province of Québec.

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

## 1. Statements

### 1.1 Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

### 1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

### 1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1. and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

### 1.4 Warranties (Article 2412)

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Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

### 3. General Provisions

#### 2.1 Insurable interest (Articles 2481 and 2484) (applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

#### 2.2 Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

#### 2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the **insured property**.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a coinsured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

#### 2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

#### 2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the **premises**, property or operations are safe or healthful or comply with laws, codes or standards.

#### 2.6 Currency

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

### 3. Losses

#### 3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

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In the event that the requirements set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such noncompliance has caused prejudice to the Insurer.

### 3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the **insured property**, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

### 3.3 False representation (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the **occurrence** of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and **personal property**, forfeiture is incurred only with respect to the class of property to which the representation relates.

### 3.4 Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

### 3.5 Inherent vice (Article 2465)

The Insurer is never liable to compensate for the prejudice resulting from the breakdown, inherent vice or nature of the property.

### 3.6 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

### 3.7 Safeguarding and examination of property (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the **insured property** and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

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The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the **insured property** by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the **premises** and examine the **insured property** before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

### 3.8 Admission of liability and cooperation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

### 3.9 Right of action (Article 2502) (applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

## 4. Compensation and Settlement

### 4.1 Basis of settlement (Articles 2463, 2490, 2491, 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the **insured property**.

In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of **insured property**.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

### 4.2 Pair and set (applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

### 4.3 Parts (applicable to property insurance only)

In the case of loss of or damage to any part of the **insured property**, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

### 4.4 Replacement (Article 2494) (applicable to property insurance only)

## TENANTS INSURANCE POLICY

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the **insured property**. He is then entitled to salvage and may take over the property.

### 4.5 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

### 4.6 Property of others (applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

### 4.7 Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

### 4.8 Limitation of actions (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

### 4.9 Subrogation (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

## 5. Other Insurance

### 5.1 Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

## 5.2 Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- Contribution by equal share:
  - If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- Contribution by limits:
  - If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

## 6. Cancellation (Articles 2477 and 2479)

This policy may be cancelled at any time:

- a) By mere written notice from each of **Named Insureds**. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.
- b) By the Insurer giving written notice to each **Named Insured**. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the \_\_\_\_\_s have been mandated to receive or send the notices provided for under paragraph a) or b) above, notices sent or received by them shall be deemed to have been sent or received by all **Named Insureds**.

In this Condition, the words “premium actually paid” mean the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

## 7. Notice

## TENANTS INSURANCE POLICY

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the **Named Insured** by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

### Declaration of Emergency - Extension of Termination or Expiry Date

The effective date of termination of the policy by us or the expiry date of this policy is automatically extended when a state of emergency is declared by a Canadian public authority designated by statute for the purpose of issuing such an order, subject to the following:

The state of emergency must be declared:

- in response to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- as provided for by relevant governing legislation, but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

The situation or impending situation giving rise to a declaration of the state of an emergency must have a direct effect or impact on:

- the insured;
- the insured **premises**, provided it is located in the declared emergency area; or
- the **Named Insured's** insurance advisor's or broker's office, provided it is located in the declared emergency area.

Any time limitation described in the Termination condition of the policy (the Cancellation condition in Quebec), with respect to termination of this policy by us, will not continue to run until the state of emergency is lifted plus the lesser of:

- 30 days; or
- the number of days equal to the total time the state of emergency order was in effect.

If the policy is due to expire during a declared state of emergency, it will continue in force until the state of emergency is lifted plus the lesser of:

- 30 days; or
- the number of days equal to the total time the state of emergency order was in effect.

In no event shall the total duration of this extension exceed 120 consecutive days.

The insured in accepting such an extension agrees to pay the pro rata premium earned for the additional time we remain on risk as a result of the above.

If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.